



Commonwealth of Kentucky

CONTRACT

IMPORTANT

Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Job Development and Coaching Training for voc rehab staff

Doc ID No: PON2 531 0700004070 1

Procurement Folder: 329234

Procurement Type: Personal Service Contract

Administered By: NANCY SHERROW

Cited Authority: FAP111-43-00-STD

Telephone: 502-564-3300

Issued By: NANCY SHERROW

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1682903 Ontario Limited

2624 Castle Hill Cres

Oakville
CA

ON L6H 6J1

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Job Development and Coaching Training for vocational rehab		0.00		0.00000	20,000.00	20,000.00

Extended Description

Step 1 - EOP 3 day workshop

One qualified EMP Oakville Facilitator for 3 days of facilitation
 Program materials for all participants - (does not include cost of alternate format materials)
 On going, unlimited, technical assistance via telephone or email
 All facilitator expenses - Does not include cost of renting a site for training

Minimum workshop fee = \$5,000.00

For a three day workshop with 25 participants the cost per participant (including EMP expenses) is 245.00.

For a three day workshop with 30 participants the cost per participant (including EMP expenses) is 235.00.

For a three day workshop with 35 participants the cost per participant (including EMP expenses) is 225.00.

For a three day workshop with 40 participants the cost per participant (including EMP expenses) is 215.00.

Step 2 - RHD 2 day workshop

One qualified EMP Oakville Facilitator for 2 days of facilitation
 Program materials for all participants - (does not include cost of alternate format materials)
 On going, unlimited, technical assistance via telephone or email
 All facilitator expenses - Does not include cost of renting a site for training

Minimum workshop fee = \$5,000.00

Extended Description

For a three day workshop with 25 participants the cost per participant (including EMP expenses) is 245.00.

For a three day workshop with 30 participants the cost per participant (including EMP expenses) is 235.00.

For a three day workshop with 35 participants the cost per participant (including EMP expenses) is 225.00.

For a three day workshop with 40 participants the cost per participant (including EMP expenses) is 215.00.

Step 3 - Coaching the Implementation

EMP Oakville will provide the services of one (1) professional EMP Oakville Coach for individual coaching sessions to assist in the implementation and adaptation of the job development marketing skills learned in steps 1 & 2. This session will be delivered on-site.

This individualized coach session may include:
Qualifying and Prospecting potential employers
On-site employer visits
Re-Teaching EOP and RHD skills (if required)
Strategy development

One day coaching session - 2 staff/day coached \$1,000/day.

Total Maximum Allowed: \$20,000
Agency Contact: Cora McNabb

Tentative Start Date: 5/15/07
End Date: 6/30/2008

B I L T O	478749	S H I P T O	
	EC ADMIN SERVICES		
	500 MERO ST		
	FRANKFORT KY 40601 US		

Total Order Amount:	20,000.00
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Section 1: A -- Canned Specifications for the Commonwealth of Kentucky

PSC1 Personal Service Contract Clauses

WHEREAS, THE STATE AGENCY HAS CONCLUDED THAT EITHER STATE PERSONNEL ARE NOT AVAILABLE TO PERFORM SAID FUNCTION, OR IT WOULD NOT BE FEASIBLE TO UTILIZE STATE PERSONNEL TO PERFORM SAID FUNCTION; AND WHEREAS, THE SECOND PARTY IS AVAILABLE AND QUALIFIED TO PERFORM SUCH FUNCTION, AND WHEREAS, FOR THE HEREINBEFORE-STATED REASONS, THE STATE AGENCY DESIRES TO AVAIL ITSELF OF THE SERVICES OF THE SECOND PARTY.

INVOICES FOR FEES:

THE CONTRACTOR SHALL MAINTAIN SUPPORTING DOCUMENTS TO SUBSTANTIATE INVOICES AND SHALL FURNISH SAME IF REQUIRED BY STATE GOVERNMENT.

TRAVEL EXPENSES, IF AUTHORIZED:

THE CONTRACTOR SHALL BE PAID FOR NO TRAVEL EXPENSES UNLESS AND EXCEPT AS SPECIFICALLY AUTHORIZED BY THE SPECIFICATIONS OF THE CONTRACT.

OTHER EXPENSES, IF AUTHORIZED HEREIN:

THE CONTRACTOR SHALL BE REIMBURSED FOR NO OTHER EXPENSES OF ANY KIND, UNLESS AND EXCEPT AS SPECIFICALLY AUTHORIZED WITHIN THE SPECIFICATIONS OF THE CONTRACT.

IF THE REIMBURSEMENT OF SUCH EXPENSES IS AUTHORIZED, THE REIMBURSEMENT SHALL BE ONLY ON AN OUT-OF-POCKET BASIS. REQUEST FOR PAYMENT OF SAME SHALL BE PROCESSED UPON RECEIPT FROM THE CONTRACTOR OF VALID, ITEMIZED STATEMENTS SUBMITTED PERIODICALLY FOR PAYMENT AT THE TIME ANY FEES ARE DUE. THE CONTRACTOR SHALL MAINTAIN SUPPORTING DOCUMENTS THAT SUBSTANTIATE EVERY CLAIM FOR EXPENSES AND SHALL FURNISH SAME IF REQUESTED BY STATE GOVERNMENT.

I. INVOICING FOR FEE: THE CONTRACTOR'S FEE SHALL BE ORIGINAL INVOICE (S) AND SHALL BE DOCUMENTED BY THE CONTRACTOR. THE INVOICE (S) MUST CONFORM TO THE METHOD DESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT.

II. INVOICING FOR TRAVEL EXPENSES: THE CONTRACTOR MUST FOLLOW INSTRUCTIONS DESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT. EITHER ORIGINAL OR CERTIFIED COPIES OF RECEIPTS MUST BE SUBMITTED FOR AIRLINE TICKETS, MOTEL BILLS, RESTAURANT CHARGES, RENTAL CAR CHARGES, AND ANY OTHER MISCELLANEOUS EXPENSES.

III. INVOICING FOR MISCELLANEOUS EXPENSES: THE CONTRACTOR MUST FOLLOW INSTRUCTIONS PRESCRIBED IN THE SPECIFICATIONS OF THE CONTRACT. EXPENSES SUBMITTED SHALL BE DOCUMENTED BY ORIGINAL OR CERTIFIED COPIES.

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EFFECTIVE DATE:

THIS AGREEMENT IS NOT EFFECTIVE UNTIL THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET OR HIS AUTHORIZED DESIGNEE HAS APPROVED THE CONTRACT AND UNTIL THE CONTRACT HAS BEEN SUBMITTED TO THE GOVERNMENT CONTRACT REVIEW COMMITTEE.

PAYMENTS ON PERSONAL SERVICE CONTRACTS AND MEMORANDUA OF AGREEMENT SHALL NOT BE AUTHORIZED FOR SERVICES RENDERED AFTER GOVERNMENT CONTRACT REVIEW COMMITTEE DISAPPROVAL, UNLESS THE DECISION OF THE COMMITTEE IS OVERRIDDEN BY THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET OR AGENCY HEAD, IF THE AGENCY HAS BEEN GRANTED DELEGATION AUTHORITY BY THE SECRETARY.

SOCIAL SECURITY: (Check One)

_____ THE PARTIES ARE COGNIZANT THAT THE STATE IS NOT LIABLE FOR SOCIAL SECURITY CONTRIBUTIONS PURSUANT TO 42 U.S. CODE, SECTION 418, RELATIVE TO THE COMPENSATION OF THE SECOND PARTY FOR THIS CONTRACT.

_____ THE PARTIES ARE COGNIZANT THAT THE STATE IS LIABLE FOR SOCIAL SECURITY CONTRIBUTIONS PURSUANT TO 42 U.S. CODE, SECTION 418, RELATIVE TO THE COMPENSATION OF THE SECOND PARTY FOR THIS CONTRACT

CANCELLATION:

THE STATE AGENCY SHALL HAVE THE RIGHT TO TERMINATE AND CANCEL THIS AGREEMENT AT ANY TIME NOT TO EXCEED THIRTY (30) DAYS' WRITTEN NOTICE SERVED ON THE CONTRACTOR BY REGISTERED OR CERTIFIED MAIL.

PURCHASING AND SPECIFICATIONS:

THE CONTRACTOR CERTIFIES THAT HE WILL NOT ATTEMPT IN ANY MANNER TO INFLUENCE ANY SPECIFICATIONS TO BE RESTRICTIVE IN ANY WAY OR RESPECT NOR WILL HE ATTEMPT IN ANY WAY TO INFLUENCE ANY PURCHASING OF SERVICES, COMMODITIES OR EQUIPMENT BY THE COMMONWEALTH OF KENTUCKY. FOR THE PURPOSE OF THIS PARAGRAPH AND THE FOLLOWING PARAGRAPH THAT PERTAINS TO CONFLICT-OF INTEREST LAWS AND PRINCIPLES, "HE" IS CONSTRUED TO MEAN "THEY" IF MORE THAN ONE PERSON IS INVOLVED AND IF A FIRM, PARTNERSHIP, CORPORATION, OR OTHER ORGANIZATION IS INVOLVED, THEN "HE" IS CONSTRUED TO MEAN ANY PERSON WITH AN INTEREST THEREIN.

CONFLICT-OF-INTEREST LAWS AND PRINCIPLES:

THE CONTRACTOR CERTIFIES THAT HE IS LEGALLY ENTITLED TO ENTER INTO THIS CONTRACT WITH THE COMMONWEALTH OF KENTUCKY, AND BY HOLDING AND PERFORMING THIS CONTRACT WILL NOT BE VIOLATING EITHER ANY CONFLICT OF INTEREST STATUTE (KRS45A.330-45A.340, 45A.990, 164,390), OR KRS 11A.040 OF THE EXECUTIVE BRANCH CODE OF ETHICS, RELATING TO THE EMPLOYMENT OF FORMER PUBLIC SERVANTS.

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CHOICE OF LAW AND FORUM.

ALL QUESTIONS AS TO THE EXECUTION, VALIDITY, INTERPRETATION, CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF KENTUCKY. FURTHERMORE, THE PARTIES HERETO AGREE THAT ANY LEGAL ACTION WHICH IS BROUGHT ON THE BASIS OF THIS AGREEMENT SHALL BE FILED IN THE FRANKLIN COUNTY CIRCUIT COURT OF THE COMMONWEALTH OF KENTUCKY.

DISCRIMINATION:

(BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY) PROHIBITED. THIS SECTION APPLIES ONLY TO CONTRACTS UTILIZING FEDERAL FUNDS, IN WHOLE OR IN PART.

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

1. THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX OR AGE. THE CONTRACTOR FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PUBLIC LAW 101-336, AND APPLICABLE FEDERAL REGULATIONS RELATING THERETO PROHIBITING DISCRIMINATION AGAINST OTHERWISE QUALIFIED DISABLED INDIVIDUALS UNDER ANY PROGRAM OR ACTIVITY. THE CONTRACTOR AGREES TO PROVIDE, UPON REQUEST, NEEDED REASONABLE ACCOMODATIONS. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING; EMPLOYMENT, UPGRADING, DEMOTION OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATIONS; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NON-DISCRIMINATION CLAUSE.

2. THE CONTRACTOR WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE OR DISABILITY.

3. THE CONTRACTOR WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH HE HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE ADVISING THE SAID LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS SECTION, AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE

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ORDER AS THE ADMINISTERING AGENCY MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING SANCTIONS FOR NONCOMPLIANCE.

4. THE CONTRACTOR WILL COMPLY WITH ALL PROVISIONS OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965 AS AMENDED, AND OF THE RULES, REGULATIONS AND RELEVANT ORDERS OF THE SECRETARY OF LABOR.

5. THE CONTRACTOR WILL FURNISH ALL INFORMATION AND REPORTS REQUIRED BY EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, AND BY THE RULES, REGULATIONS AND ORDERS OF THE SECRETARY OF LABOR, OR PURSUANT THERETO, AND WILL PERMIT ACCESS TO HIS BOOKS, RECORDS AND ACCOUNTS BY THE ADMINISTERING AGENCY AND THE SECRETARY OF LABOR FOR PURPOSES OF INVESTIGATION TO ASCERTAIN COMPLIANCE WITH SUCH RULES, REGULATIONS AND ORDERS.

6. IN THE EVENT OF THE CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF THIS CONTRACT OR WITH ANY OF THE SAID RULES, REGULATIONS OR ORDERS, THIS CONTRACT MAY BE CANCELLED, TERMINATED OR SUSPENDED IN WHOLE OR IN PART AND THE CONTRACTOR MAY BE DECLARED INELIGIBLE FOR FURTHER GOVERNMENT CONTRACTS OR FEDERALLY-ASSISTED CONSTRUCTION CONTRACTS IN ACCORDANCE WITH PROCEDURES AUTHORIZED IN EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, AND SUCH OTHER SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AS PROVIDED IN OR AS OTHERWISE PROVIDED BY LAW.

7. THE CONTRACTOR WILL INCLUDE THE PROVISIONS OF PARAGRAPHS (1) THROUGH (7) OF SECTION 202 OF EXECUTIVE ORDER 11246 IN EVERY SUBCONTRACT OR PURCHASE ORDER UNLESS EXEMPTED BY RULES, REGULATIONS OR ORDERS OF THE SECRETARY OF LABOR, ISSUED PURSUANT TO SECTION 204 OF EXECUTIVE ORDER NO. 11246 OF SEPTEMBER 24, 1965, AS AMENDED, SO THAT SUCH PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR. THE CONTRACTOR WILL TAKE SUCH ACTION WITH RESPECT TO ANY SUBCONTRACT OR PURCHASE ORDER AS THE ADMINISTERING AGENCY MAY DIRECT AS A MEANS OF ENFORCING SUCH PROVISIONS INCLUDING SANCTIONS FOR NONCOMPLIANCE; PROVIDED, HOWEVER, THAT IN THE EVENT A CONTRACTOR BECOMES INVOLVED IN, OR IS THREATENED WITH, LITIGATION WITH A SUBCONTRACTOR OR VENDOR AS A RESULT OF SUCH DIRECTION BY THE AGENCY, THE CONTRACTOR MAY REQUEST THE UNITED STATES TO ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

CAMPAIGN FINANCE.

THE CONTRACTOR CERTIFIES THAT NEITHER HE/SHE NOR ANY MEMBER OF HIS/HER IMMEDIATE FAMILY HAVING AN INTEREST OF 10% OR MORE IN ANY BUSINESS ENTITY INVOLVED IN THE PERFORMANCE OF THIS CONTRACT, HAS CONTRIBUTED MORE THAN THE AMOUNT SPECIFIED IN KRS 121.056(2), TO THE CAMPAIGN OF THE GUBERNATORIAL CANDIDATE ELECTED AT THE ELECTION LAST PRECEDING THE DATE OF THIS CONTRACT. THE CONTRACTOR FURTHER SWEARS UNDER THE PENALTY OF PERJURY, AS PROVIDED BY KRS 523.020, THAT NEITHER HE/SHE NOR THE COMPANY

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WHICH HE/SHE REPRESENTS, HAS KNOWINGLY VIOLATED ANY PROVISIONS OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH, AND THAT THE AWARD OF A CONTRACT TO HIM/HER OR THE COMPANY WHICH HE/SHE REPRESENTS WILL NOT VIOLATE ANY PROVISIONS OF THE CAMPAIGN FINANCE LAWS OF THE COMMONWEALTH.

CERTIFICATION.

THE STATE AGENCY CERTIFIES THAT IT IS IN COMPLIANCE WITH THE PROVISIONS OF KRS 45A.695.

"ACCESS TO CONTRACTOR'S BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE DIRECTLY PERTINENT TO THE CONTRACT". THE CONTRACTOR, AS DEFINED IN KRS 45A.030(7), AGREES THAT THE CONTRACTING AGENCY, THE FINANCE AND ADMINISTRATION CABINET, THE AUDITOR OF PUBLIC ACCOUNTS, AND THE LEGISLATIVE RESEARCH COMMISSION, OR THEIR DULY AUTHORIZED REPRESENTATIVES, SHALL HAVE ACCESS TO ANY BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE, WHICH ARE DIRECTLY PERTINENT TO THIS CONTRACT FOR THE PURPOSE OF FINANCIAL AUDIT OR PROGRAM REVIEW. FURTHERMORE, ANY BOOKS, DOCUMENTS, PAPERS, RECORDS, OR OTHER EVIDENCE PROVIDED TO THE CONTRACTING AGENCY, THE FINANCE AND ADMINISTRATION CABINET, THE AUDITOR OF PUBLIC ACCOUNTS, OR THE LEGISLATIVE RESEARCH COMMISSION WHICH ARE DIRECTLY PERTINENT TO THE CONTRACT SHALL BE SUBJECT TO PUBLIC DISCLOSURE REGARDLESS OF THE PROPRIETARY NATURE OF THE INFORMATION, UNLESS SPECIFIC INFORMATION IS IDENTIFIED AND EXEMPTED AND AGREED TO BY THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET AS MEETING THE PROVISIONS OF KRS 61.878(1)(C) PRIOR TO THE EXECUTION OF THE CONTRACT. THE SECRETARY OF THE FINANCE AND ADMINISTRATION CABINET SHALL NOT RESTRICT THE PUBLIC RELEASE OF ANY INFORMATION WHICH WOULD OTHERWISE BE SUBJECT TO PUBLIC RELEASE IF A STATE GOVERNMENT AGENCY WAS PROVIDING THE SERVICES.

VIOLATION OF TAX AND EMPLOYMENT LAWS.

KRS 45A.485 REQUIRES THE CONTRACTOR TO REVEAL TO THE COMMONWEALTH, PRIOR TO THE AWARD OF A CONTRACT, ANY FINAL DETERMINATION OF A VIOLATION BY THE CONTRACTOR WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD OF THE PROVISIONS OF KRS CHAPTERS 136, 139, 141, 337, 338, 341, AND 342. THESE STATUTES RELATE TO THE STATE SALES AND USE TAX, CORPORATE AND UTILITY TAX, INCOME TAX, WAGES AND HOURS LAWS, OCCUPATIONAL SAFETY AND HEALTH LAWS, UNEMPLOYMENT INSURANCE LAWS, AND WORKERS COMPENSATION INSURANCE LAWS, RESPECTIVELY.

TO COMPLY WITH THE PROVISIONS OF KRS 45A.485, THE CONTRACTOR SHALL REPORT ANY SUCH FINAL DETERMINATION(S) OF VIOLATION(S) TO THE COMMONWEALTH BY PROVIDING THE FOLLOWING INFORMATION REGARDING THE FINAL DETERMINATION(S): THE KRS VIOLATED, THE DATE OF THE FINAL DETERMINATION, AND THE STATE AGENCY WHICH ISSUED THE FINAL DETERMINATION.

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KRS 45A.485 ALSO PROVIDES THAT, FOR THE DURATION OF ANY CONTRACT, THE CONTRACTOR SHALL BE IN CONTINUOUS COMPLIANCE WITH THE PROVISIONS OF THOSE STATUTES WHICH APPLY TO THE CONTRACTOR'S OPERATIONS, AND THAT THE CONTRACTOR'S FAILURE TO REVEAL A FINAL DETERMINATION AS DESCRIBED ABOVE OR FAILURE TO COMPLY WITH THE ABOVE STATUTES FOR THE DURATION OF THE CONTRACT, SHALL BE GROUNDS FOR THE COMMONWEALTH'S CANCELLATION OF THE CONTRACT AND THE CONTRACTOR'S DISQUALIFICATION FROM ELIGIBILITY FOR FUTURE STATE CONTRACTS FOR A PERIOD OF TWO (2) YEARS.

Contractor must check one:

_____ THE CONTRACTOR HAS NOT VIOLATED ANY OF THE PROVISIONS OF THE ABOVE STATUTES WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD.

_____ THE CONTRACTOR HAS VIOLATED THE PROVISIONS OF ONE OR MORE OF THE ABOVE STATUTES WITHIN THE PREVIOUS FIVE (5) YEAR PERIOD AND HAS REVEALED SUCH FINAL DETERMINATION(S) OF VIOLATION(S). A LIST OF SUCH DETERMINATION(S) IS ATTACHED

By signing this contract, the vendor agrees that electronic approvals may serve as electronic signatures.

1st Party X: _____ Title: _____ Date: _____

2nd Party X: _____ Title: _____ Date: _____

Approved as to form and legality:

_____ Attorney _____ Date